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12 UNITED STATES DISTRICT COURT

13 EASTERN DISTRICT OF WASHINGTON

14 RONALD E. SCHAEFER, Case No.: CV-11-459-JLQ
15 Plaintiff,
16 vs.
17 CBS COLLECTIONS, INC.;
18 Defendant.

ANSWER, AFFIRMATIVE DEFENSES
AND COUNTERCLAIM OF CBS
COLLECTIONS, INC.

19 COMES NOW CBS Collections, Inc. (CBS), without waiving any objections,
20 rights, and defenses relating to jurisdiction and process, hereby answers Plaintiff's
Complaint ("Plaintiff's Complaint") as follows:

I. ANSWER

1.1 CBS admits this is an action for damages and remedies against the
Defendant pursuant to the named statute, and denies liability, and denies the

ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIM
OF CBS COLLECTIONS, INC. - 1
Case No. CV-11-459-JLQ

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1 remaining allegations contained in Paragraph 1 of Plaintiff's Complaint.

2 1.2 CBS admits this is an action for damages and remedies against the
 3 Defendant pursuant to the named statute, and denies liability, and denies the
 4 remaining allegations contained in Paragraph 2 of Plaintiff's Complaint.

5 1.3 CBS admits this is an action for damages and remedies against the
 6 Defendant pursuant to the named statute, and denies liability, and denies the
 7 remaining allegations contained in Paragraph 3 of Plaintiff's Complaint.

8 1.4 CBS admits this is an action for damages and remedies against the
 9 Defendant, and denies liability, and denies the remaining allegations contained in
 10 Paragraph 4 of Plaintiff's Complaint.

11 1.5 CBS admits this Court has jurisdiction over claims under the Fair Debt
 12 Collection Practices Act, 15 USC § 1692 et seq. (FDCPA) and Fair Credit Reporting
 13 Act, 15 USC § 1681 et seq. (FCRA), but denies liability under the same, and, by that
 14 reason there is no subject matter jurisdiction, and therefore denies the remaining
 15 allegations contained in Paragraph 5 of Plaintiff's Complaint.

16 1.6 CBS admit CBS resides within the jurisdiction of this Court, and lacks
 17 sufficient information to admits or deny the allegations set forth in Paragraph 6 of
 18 Plaintiff's Complaint related to Plaintiff ,and deny the remaining allegations
 19 contained in Paragraph 6 of Plaintiff's Complaint.

20 1.7 CBS lacks sufficient information to admits or deny the allegations set

1 forth in Paragraph 7 of Plaintiff's Complaint, and thereby denies the same.

2 1.8 CBS lacks sufficient information to admits or deny the allegations set
3 forth in Paragraph 8 of Plaintiff's Complaint, and thereby denies the same.

4 1.9 CBS lacks sufficient information to admits or deny the allegations set
5 forth in Paragraph 9 of Plaintiff's Complaint, and thereby denies the same.

6 1.10 CBS lacks sufficient information to admits or deny the allegations set
7 forth in Paragraph 10 of Plaintiff's Complaint, and thereby denies the same.

8 1.11 CBS admits the allegations contained in Paragraph 11 of Plaintiff's
9 Complaint.

10 1.12 CBS admits the remaining allegations contained in Paragraph 12 of
11 Plaintiff's Complaint.

12 1.13 CBS admits the remaining allegations contained in Paragraph 13 of
13 Plaintiff's Complaint.

14 1.14 CBS admits the remaining allegations contained in Paragraph 14 of
15 Plaintiff's Complaint.

16 1.15 CBS admits the remaining allegations contained in Paragraph 15 of
17 Plaintiff's Complaint.

18 1.16 CBS admits the remaining allegations contained in Paragraph 16 of
19 Plaintiff's Complaint.

20 1.17 CBS admits it is a debt collector and a licensed collection agency, and

1 lacks sufficient information to admits or deny the remaining allegations set forth in
2 Paragraph 17 of Plaintiff's Complaint, and thereby denies the same.

3 1.18 CBS lacks sufficient information to admits or deny the allegations set
4 forth in Paragraph 18 of Plaintiff's Complaint, and thereby denies the same.

5 1.19 CBS lacks sufficient information to admits or deny the allegations set
6 forth in Paragraph 19 of Plaintiff's Complaint, and thereby denies the same.

7 1.20 CBS lacks sufficient information to admits or deny the allegations set
8 forth in Paragraph 20 of Plaintiff's Complaint, and thereby denies the same.

9 1.21 CBS lacks sufficient information to admits or deny the allegations set
10 forth in Paragraph 21 of Plaintiff's Complaint, and thereby denies the same.

11 1.22 CBS lacks sufficient information to admits or deny the allegations set
12 forth in Paragraph 22 of Plaintiff's Complaint, and thereby denies the same.

13 1.23 The FCRA speaks for itself, and CBS has no obligation to admit or
14 deny the allegations set forth in Paragraph 23 relating to what is in the FCRA.

15 1.24 The FCRA and WFCRA speak for themselves, and CBS has no
16 obligation to admit or deny the allegations set forth in Paragraph 24 relating to what
17 is in the FCRA, or WFCRA.

18 1.25 The FCRA speaks for itself, and CBS has no obligation to admit or
19 deny the allegations set forth in Paragraph 25 relating to what is in the FCRA.

20 1.26 The WFCRA speaks for itself, and CBS has no obligation to admit or

1 deny the allegations set forth in Paragraph 26 relating to what is in the WFCRA.

2 1.27 CBS lacks sufficient information to admits or deny the allegations set
3 forth in Paragraph 27 of Plaintiff's Complaint, and thereby denies the same.

4 1.28 CBS admits Plaintiff corresponded with CBS on or about May 11,
5 2011, and that correspondence speaks for itself, and CBS denies the remaining
6 allegations contained in Paragraph 28 of Plaintiff's Complaint.

7 1.29 CBS admits CBS corresponded with Plaintiff on or about May 17,
8 2011, and that correspondence speaks for itself, and CBS denies the remaining
9 allegations contained in Paragraph 29 of Plaintiff's Complaint.

10 1.30 CBS admits Plaintiff corresponded with CBS on or about June 7, 2011,
11 and that correspondence speaks for itself, and CBS denies the remaining allegations
12 contained in Paragraph 30 of Plaintiff's Complaint.

13 1.31 CBS admits Plaintiff corresponded with CBS on or about June 7, 2011,
14 and that correspondence speaks for itself, and CBS denies the remaining allegations
15 contained in Paragraph 31 of Plaintiff's Complaint.

16 1.32 The FCRA speaks for itself, and CBS has no obligation to admit or
17 deny the allegations set forth in Paragraph 32 relating to what is in the FCRA.

18 1.33 CBS denies the allegations contained in Paragraph 33 of Plaintiff's
19 Complaint.

20 1.34 CBS denies the allegations contained in Paragraph 34 of Plaintiff's

1 Complaint.

2 1.35 CBS lacks sufficient information to admits or deny the allegations set
3 forth in Paragraph 35 of Plaintiff's Complaint, and thereby denies the same.

4 1.36 CBS denies allegations contained in Paragraph 36 of Plaintiff's
5 Complaint about CBS, and CBS lacks sufficient information to admits or deny the
6 remaining allegations set forth in Paragraph 36 of Plaintiff's Complaint, and thereby
7 denies the same.

8 1.37 CBS denies allegations contained in Paragraph 37 of Plaintiff's
9 Complaint.

10 1.38 CBS denies allegations contained in Paragraph 38 of Plaintiff's
11 Complaint.

12 1.39 CBS denies allegations contained in Paragraph 39 of Plaintiff's
13 Complaint.

14 1.40 CBS admits it was attempting to collect an assigned account from
15 Plaintiff, and denies the remaining allegations contained in Paragraph 40 of
16 Plaintiff's Complaint.

17 1.41 CBS denies allegations contained in Paragraph 41 of Plaintiff's
18 Complaint.

19 1.42 CBS denies allegations contained in Paragraph 42 of Plaintiff's
20 Complaint.

1 1.43 CBS denies allegations contained in Paragraph 43 of Plaintiff's
2 Complaint.

3 1.44 The FCRA speaks for itself, and CBS has no obligation to admit or
4 deny the allegations set forth in Paragraph 44 relating to what is in the FCRA.

5 1.45 CBS denies allegations contained in Paragraph 45 of Plaintiff's
6 Complaint.

7 1.46 CBS denies allegations contained in Paragraph 46 of Plaintiff's
8 Complaint.

9 1.47 The FCRA and WFCRA speak for themselves, and CBS has no
10 obligation to admit or deny the allegations set forth in Paragraph 47 relating to what
11 is in the FCRA or WFCRA, and deny the remaining allegations contained in
12 Paragraph 47 of Plaintiff's Complaint.

13 1.48 CBS denies allegations contained in Paragraph 48 of Plaintiff's
14 Complaint.

15 1.49 CBS denies allegations contained in Paragraph 49 of Plaintiff's
16 Complaint.

17 1.50 CBS admits and denies the allegations made in Paragraph 50 of
18 Plaintiff's Complaint as set forth in Paragraphs 1.1 through 1.49 above.

19 1.51 CBS denies allegations contained in Paragraph 51 of Plaintiff's
20 Complaint.

1 1.52 CBS admits and denies the allegations made in Paragraph 52 of
2 Plaintiff's Complaint as set forth in Paragraphs 1.1 through 1.51 above.

3 1.53 CBS denies allegations contained in Paragraph 53 of Plaintiff's
4 Complaint.

5 1.54 CBS admits and denies the allegations made in Paragraph 54 of
6 Plaintiff's Complaint as set forth in Paragraphs 1.1 through 1.53 above.

7 1.55 CBS denies allegations contained in Paragraph 55 of Plaintiff's
8 Complaint.

9 1.56 CBS admits and denies the allegations made in Paragraph 56 of
10 Plaintiff's Complaint as set forth in Paragraphs 1.1 through 1.55 above.

11 1.57 CBS denies allegations contained in Paragraph 57 of Plaintiff's
12 Complaint.

13 1.58 CBS admits and denies the allegations made in Paragraph 58 of
14 Plaintiff's Complaint as set forth in Paragraphs 1.1 through 1.57 above.

15 1.59 CBS denies allegations contained in Paragraph 59 of Plaintiff's
16 Complaint.

17 1.60 CBS admits and denies the allegations made in Paragraph 60 of
18 Plaintiff's Complaint as set forth in Paragraphs 1.1 through 1.59 above.

19 1.61 CBS denies allegations contained in Paragraph 61 of Plaintiff's
20 Complaint.

1 1.62 CBS admits and denies the allegations made in Paragraph 62 of
2 Plaintiff's Complaint as set forth in Paragraphs 1.1 through 1.61 above.

3 1.63 CBS denies allegations contained in Paragraph 63 of Plaintiff's
4 Complaint.

5 1.64 CBS admits and denies the allegations made in Paragraph 64 of
6 Plaintiff's Complaint as set forth in Paragraphs 1.1 through 1.63 above.

7 1.65 CBS denies allegations contained in Paragraph 65 of Plaintiff's
8 Complaint.

9 1.66 CBS admits and denies the allegations made in Paragraph 66 of
10 Plaintiff's Complaint as set forth in Paragraphs 1.1 through 1.65 above.

11 1.67 CBS denies allegations contained in Paragraph 67 of Plaintiff's
12 Complaint.

13 1.68 CBS admits and denies the allegations made in Paragraph 68 of
14 Plaintiff's Complaint as set forth in Paragraphs 1.1 through 1.67 above.

15 1.69 Except as so admitted, CBS denies each and every allegation in
16 Plaintiff's Complaint

II AFFIRMATIVE DEFENSES

Having answered Plaintiff's complaint, CBS alleges the following affirmative defenses

20 ||| 2.1 Failure to State Claims All of Plaintiff's Claims fail to state claims

1 upon which relief can be granted because Plaintiff had a permissible purpose to
 2 obtain a credit report on Plaintiff.

3 2.2. **Failure to State Claims.** All of Plaintiff's State Claims are preempted
 4 by the Federal Statutes such that they fail to state a claim.

5 2.3. **Lack of Standing.** Plaintiff lacks standing to bring any claim for relief.

6 2.4. **Unclean Hands, Estoppel, Laches and or Waiver.** Plaintiff's claims
 7 are barred by the doctrine of unclean hands, estoppel, laches and or waiver in that
 8 Plaintiff owes and assigned account to Defendant.

9 2.5. **Lack of Subject Matter Jurisdiction.** Since CBS had was assigned an
 10 account against Plaintiff for collection, there is no subject matter jurisdiction on a
 11 claim under the FDCPA, FCRA, or any of the other alleged theories for obtaining a
 12 credit report without a permissible purpose.

13 2.6. **Res Judicata.** Plaintiff's claims are barred by the doctrine of res
 14 judicata because of the State Court collection action by CBS against Plaintiff.

15 2.7. **Collateral Estoppel.** Plaintiff's claims are barred by the doctrine of
 16 collateral estoppel because of the State Court collection action by CBS against
 17 Plaintiff.

18 2.8. **Statute of Limitations.** Plaintiff's claims were brought outside of the
 19 statute of limitations.

III. COUNTERCLAIMS

3.1 CBS is entitled to its attorney fees for defending Plaintiff's claims.

IV. PRAYER

Wherefore having fully answered Plaintiff's complaint, having interposed affirmative defenses, CBS pray for the following relief:

4.1. Dismissal of the Action with prejudice, and with costs and attorney fees to CBS.

4.2. For such other and further relief as may be provided by law.

Dated February 13, 2012.

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Certificate of Service

I hereby certify that on February 13, 2012, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF System which will send notification of such filing to the following: and I hereby certify that I have mailed by United States Postal Service the document to the following non-CM/ECF participants:

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